UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

OCEANCONNECT MARINE, INC.	**CIVIL ACTION #**
Plaintiff	**IN ADMIRALTY**
Vs.	**VERIFIED COMPLAINT IN REM AND REQUEST FOR WARRANT OF ARREST OF VESSEL**
M/V SEASPAN EFFICIENCY, HER ENGINES, TACKLE, APPAREL & HER APPURTENANCES *IN REM*	**ADMIRALTY-MARITIME CLAIMS**
Defendant.	**(NON JONES ACT)**

OceanConnect Maritime, Inc. ("OCM") brings this action against Defendant *in rem* M/V SEASPAN EFFICIENCY, its engines tackle and apparel (the "Vessel"), pursuant to Supplemental Rule C For Certain Admiralty and Maritime Claims and state further as follows:

PARTIES AND JURISDICTION

1. OCM is a Delaware corporation with its principal place of business in Connecticut.

2. The Defendant Vessel is an ocean-going containerized cargo vessel. On information and belief, the Vessel was – but is not at the time of filing of this action – under charter to Hanjin Shipping Co., Ltd. ("Hanjin").

3. This is a case of admiralty and maritime jurisdiction and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction. This Court has jurisdiction pursuant to 28 U.S.C. § 1333. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b).

Count I: *In Rem* Against the Vessel (Rule C)

4. Plaintiff repeats the foregoing paragraphs.

5. OCM brings this action to recover amounts indisputably due and owing to it under a maritime contract between OCM and the charterer of the Vessel, Hanjin, for OCM's provision of marine fuel ("bunkers") to the Vessel.

6. The Sales Confirmation between OCM and Hanjin (**Exhibit A** hereto) confirms that OCM's Sales Terms (**Exhibit B** hereto) control.

7. On August 27, 2016, OCM provided 2,901.28 metric tons of bunkers and 201.56 metric tons of marine gas oil (collectively, the "Marine Fuel") to the Vessel at New York.

8. The Vessel's Master received the Marine Fuel supplied by OCM and acknowledged receipt by signing OCM's bunker delivery receipt (**Exhibit C** hereto).

9. OCM's Sales Terms confirm that through its provision of the Marine Fuel to the Vessel, OCM holds a maritime lien *in rem* against the Vessel to secure payment to OCM for the Marine Fuel.

10. Hanjin announced its insolvency filing in Korea on September 2, 2016, and thus pursuant to OCM's Sales Terms, all amounts immediately were and are due to OCM.

11. The Marine Fuel that OCM provided to the Vessel is and was a maritime necessary within the meaning of 46 U.S.C. § 31301(4).

12. OCM provided this necessary to the Vessel on the order of Hanjin, the charterer of the Vessel and a person authorized by the owner within the meaning of 46 U.S.C. § 31342.

13. OCM invoiced the Vessel and/or Master / Owners / Charterers of the Vessel for USD 837,338.76 (**Exhibit D** hereto).

14. Despite demand, OCM has never been paid its invoiced amount.

15. The United States Bankruptcy Court, District of New Jersey has issued (Case No. 16-27041, September 9, 2016, Docket No. 16) an Interim Provisional Order enjoining the "arresting or attaching any vessel or other transportation equipment that is owned by, operated by or chartered to Hanjin." The Bankruptcy Court later wrote in its Opinion denying reconsideration of this Interim Order: "**But, to be clear, once these vessels are no longer under charter by the Debtor, they will not be protected by the stay and the Maritime Lienholders would be able to enforce their liens against such vessels in the United States.**" (United States Bankruptcy Court, District of New Jersey, Case No. 16-27041, September 20, 2016, Docket No. 191, Emphasis Added). Widely circulated news articles (**Exhibit E** hereto) report that upon discharge, Hanjin has been ordered by the Korean bankruptcy court to cancel its charter agreements.

16. On information and belief, the Vessel is no longer under charter to Hanjin or will cease to be under charter to Hanjin as soon as it completes discharge. The Bankruptcy Court has made clear that when the Vessel is off charter to Hanjin, OCM may enforce its lien against the Vessel. OCM **only** therefore seeks to arrest the Vessel off charter to Hanjin, or otherwise as permitted by Order allowing such arrest.

WHEREFORE, Plaintiff demands judgment and relief as follows:

A. That a Warrant of Arrest be issued, and that this Court direct the United States Marshal to arrest the Vessel, as well as its tackle and apparel, and serve a copy of this Verified Complaint **only** at the earliest of the time (which may include the present) that the Vessel is off charter to Hanjin including upon completion of discharge, or otherwise ordered or provided by this or another Court, requiring the Vessel to answer the allegations contained herein; and

B. That process of arrest, in due form of law, according to the course and practice of this Honorable Court in causes of Admiralty and Maritime Jurisdiction within the meaning of the Constitution of the United States and Fed. R. Civ. P. 9(h), may be issued against the Vessel, its engines, machinery and appurtenances, etc., and all other necessaries and equipment belonging and appurtenant thereto, as provided in Supplemental Rule C; and

C. That all persons claiming any interest in the Vessel may be cited to appear and answer the matters aforesaid, and that the Vessel, its engines, machinery and appurtenances, etc., and all other necessaries and equipment belonging and appurtenant thereto, may be seized, condemned and sold to pay the demands and claims aforesaid, with interest, costs and attorney's fees; and

D. That after due proceedings had, Plaintiff's maritime liens resulting from the said provision of marine fuel be recognized as the paramount liens against the Vessel, superior to the claims and interests of all others, and that the said Vessel be condemned and sold to pay Plaintiff's claims, together with interest and costs and reasonable attorneys' fees; and

E. That Plaintiff may become purchaser at any sale of the Vessel by bidding the amount of its claim; and

F. That the amount claimed herein, together with all amounts required to be disbursed for the case and preservation of, movement of if necessary, and insurance on the Vessel, and all costs be taxed as costs against the Vessel; and

G. That it be declared that any and all persons, firms or corporations and all others claiming any interest in the Vessel are forever barred and foreclosed from all rights or equity of redemption or claim in and to the Vessel and every part thereof; and

H. That after due proceedings, judgment be entered in favor of OCM and against the Vessel, *in rem*, recognizing OCM's maritime lien, and for judgment *in rem* in the amount of at least USD 837,338.76, plus prejudgment interests, costs and other and further proper relief.

Dated: October 2, 2016.

/s/ Eugene J. McDonald
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VERIFICATION OF COMPLAINT

Pursuant to 28 U.S.C. § 1746, J. Stephen Simms declares under the penalty of perjury:

1. I am a Principal of the law firm Simms Showers LLP, counsel for Plaintiff OCM.

3. I have read the foregoing Verified Complaint and know the contents thereof.

4. I believe the matters to be true based on documents and information obtained from employees and representatives of the Plaintiff through its agents, underwriters, and attorneys.

5. The reason that this verification was made by deponent and not by the Plaintiff is because Plaintiff is a foreign corporation, whose officers are not in this district, and whose verification cannot be obtained within the time constraints presented by the circumstances of this case.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 2, 2016.

/s/ J. Stephen Simms
J. Stephen Simms